

PARENT/LEGAL GUARDIAN - CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

**University of Hawai'i West O'ahu Naulu Fitness Center
 SPRING 2023 (01/09/23-05/05/23)**

To be completed by parent/legal guardian:

I understand that the Naulu Fitness Center (Covered Program), described above is an optional and voluntary program being offered to my child, _____ In consideration for my child's participation in the Naulu Fitness Center, I agree to the following on behalf of myself, my child, and our heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and I represent that my child is in good physical, mental, and emotional health and able to participate in the Covered Program. I further agree to and represent that in connection with my child's participation in the Covered Program: (a) my child will be covered by a private medical and liability insurance policy, (b) my child is not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend my child or me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "Injuries/Damages") that I or my child may sustain or suffer in connection with my child's participation in the Covered Program.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my child's participation in the Covered Program including the Injuries/Damages. These Injuries/Damages may be caused by the actions or inactions of my child or others participating in the Covered Program, and/or the conditions where the Covered Program occurs. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I hereby fully accept and assume all risks of the Injuries/Damages resulting from my child's participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my child's participation and I have instructed my child to observe, follow, and comply with all verbal and written instructions.

3. Waiver and release. I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my child's participation in the Covered Program (collectively the "Released Claims").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my child's participation in the Covered Program and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any acts or omissions by my child or myself (or by any person for whom I am responsible) during, involving, or related to my child's participation in the Covered Program.

5. Photo, Video and Sound Recording Release and Consent. I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my child's participation in the Covered Program, and to use my child's name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to my child or me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my child's inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Parent/Legal Guardian Consent, Waiver, Release, and Indemnity (“Agreement”) and I understand that my child and I are giving up substantial rights, including the right to sue. I acknowledge that my child is participating in the Covered Program freely and voluntarily. I agree that: (a) the laws of the State of Hawai’i shall apply to this Agreement and (b) if any portion of the Agreement is deemed or held invalid, the remainder of the Agreement shall continue in full force and effect.

Signature of Minor Participant Print Name Date

Signature of Parent/Legal Guardia Print Name Date

Signature of Parent/Legal Guardia Print Name Date

(Co-signature of parent/legal guardian is required if Participant is under 18 years of age)
(If parents are divorced, both parents must sign this Agreement.)
(If signed by more than one Parent/Legal Guardian, all Parents/Legal Guardians will be covered by the terms “me”, “myself,” and “I”)

MEDICAL CONSENT FORM

On behalf of my child and myself, I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to my child for any injury or illness arising from or related to my child's involvement or participation in the Covered Program and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai'i, and its regents, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care.

I give permission to the University of Hawai'i to undertake any emergency/urgent treatment or medical care for my child that may be deemed necessary for my child's health. Also, if hospitalization of my child is deemed to be medically necessary, I give permission for such hospitalization of my child.

Child's Health Insurance

The University of Hawai'i requires participants to maintain personal health insurance. Please indicate private insurance coverage or Medicaid eligibility below.

Name of Insurance Company _____ Policy # _____ Group # _____

Policy Holder's Name _____ Relationship to Participant _____

If you do not have private insurance for your child, have you applied for Medicaid? Yes _____ No _____ (If not, please do so.)

Signature of Minor Participant Print Name Date

Signature of Parent/Legal Guardian Print Name Date

Signature of Parent/Legal Guardian Print Name Date

(Co-signature of parent/legal guardian is required if Participant is under 18 years of age) (If parents are divorced, both parents must sign this Agreement.)

(If signed by more than one Parent/Legal Guardian, all Parents/Legal Guardians will be covered by the terms "me", "myself," and "I")

Parent/Legal Guardian Emergency Contact Information:

Home Phone # (____) _____ Contact Name _____

Work Phone # (____) _____ Contact Name _____

Cell Phone # (____) _____ Contact Name _____

Physician's Emergency Contact Information:

Home Phone # (____) _____ Contact Name _____

Work Phone # (____) _____ Contact Name _____

Cell Phone # (____) _____ Contact Name _____

Physician's Exchange: Phone No.: _____